

CONTRACT

Marlborough-Hudson Gas Company

and

The Town of Southborough, June 27, 1913

for the purpose of laying and maintaining pipes to
convey gas in and through said ways to wit:

Main St.

Cordaville Rd.

Turnpike Rd.

Middle Rd.

Framingham Rd.

Parkerville Rd.

Newton St.

WHEREAS, the Marlborough-Hudson Gas Company, a corporation duly organized under the laws of the Commonwealth of Massachusetts, has petitioned the Board of Selectmen of the Town of Southborough for permission to dig up and open the ground in certain highways, streets and roads within the Town of Southborough for the purpose of laying and maintaining pipes to convey gas in and through said ways, to wit:

Main Street,
Turnpike Road,
Framingham Road,
Newton Street,
Cordaville Road,
Middle Road, and
Parkerville Road,

and,

WHEREAS, a hearing has been had.

NOW, THEREFORE, IT IS ORDERED that said Marlborough-Hudson Gas Company is hereby authorized to dig up, open and lay pipes for the conveyance of gas in the following highways, streets and roads within the Town of Southborough, namely, Main Street, Turnpike Road, Framingham Road, Newton Street, Cordaville Road, Middle Road, Parkerville Road and any other public way in said town, subject to the provisions of paragraph eight hereof, and subject to the following

TERMS, CONDITIONS AND OBLIGATIONS:

First.- Before digging up or opening any of said ways, said Gas Company shall furnish the Town of Southborough with a bond in the sum of twenty thousand dollars (\$20,000) with surety satisfactory to the Selectmen of said town that it will keep and perform all the terms, conditions and obligations of this order. Compliance with this paragraph shall

not relieve the Company or its contractors or agents from complying with the Statutes relating to blasting.

Second,- Said Gas Company shall indemnify and save harmless said town from all claims, demands, suits and actions whatsoever which shall arise from the work done by said Gas Company, or from the act or omission of said Company or any of its agents or employees, and shall appear in and defend any action brought against said town arising out of any act or thing done or omitted by said Company in its work hereunder.

Third,- While said Company is occupied in laying its pipes in the streets above named it shall not unreasonably impede public travel on any of said ways, but shall at all times keep such ways passable and safe for public travel. It shall properly protect by barriers and lights all openings in said streets and all obstructions placed or permitted to be therein by said Company or its agents or employees.

Fourth,- Said Company shall restore the surface of all said ways to their former good condition in a manner satisfactory to the Board of Selectmen, and shall remove from the streets all surplus material excavated for the laying of said pipes and all material brought or placed in any of said ways during or because of the laying of said pipes.

Fifth,- All culverts, drains, bridges or other structures in or under said ways shall, if disturbed by said Company, be replaced in the same good order and condition and satisfactory to the Board of Selectmen.

Sixth,- No trees within the limits of the highway shall be cut or trimmed or in any way injured without the written permission of the Tree Warden of said town, and in case it becomes necessary and is permitted by said Tree

Warden that any tree shall be cut or removed or damaged, said Company shall replace the same with trees of like variety satisfactory to the Tree Warden and located in the highway in such places as he may direct.

Seventh.- The Selectmen will, if they deem it necessary, appoint a suitable inspector to inspect the work to be done by the Gas Company while the same is carried on; his compensation not to exceed five dollars (\$5) per day for each full working day and shall be paid by said Gas Company.

Eighth.- No street or way shall be dug up or opened until the Selectmen have in writing approved upon a plan to be furnished them by said Gas Company the location in said streets where said pipes are to be placed.

Ninth.- Said Gas Company shall repair and make good all defects in all of said highways which may result from the opening of the streets herein named for the laying of their pipes.

Tenth.- The rights hereby granted shall in no way affect or impair the right of the Town of Southborough or any of its authorized officers to open and dig up any part of the streets hereinbefore named for any municipal purposes, or prevent any private person or corporation, properly authorized by said town or its proper authorities, to dig up and open any of said streets whenever it shall be necessary.

This order is approved by the Selectmen of
Southborough this *twenty Seventh* day of *June* A.D. 1913.

Francis D. Nulton.....
H. A. Brewer.....
Paul S. Lincoln.....

1913

C O N T R A C T

between

MARLBOROUGH-HUDSON GAS COMPANY

and

TOWN OF SOUTHBOROUGH.

CHOATE, HALL & STEWART,
60 STATE STREET
BOSTON, MASS.

WHEREAS, the Marlborough-Hudson Gas Company, a corporation duly organized under the laws of the Commonwealth of Massachusetts, has petitioned the Board of Selectmen of the Town of Southborough for permission to dig up and open the ground in certain highways, streets and roads within the Town of Southborough for the purpose of laying and maintaining pipes to convey gas in and through said ways, to wit:

Main Street,
Turnpike Road,
Framingham Road,
Newton Street,
Cordaville Road,
Middle Road, and
Parkerville Road,

and,

WHEREAS, a hearing has been had.

NOW, THEREFORE, IT IS ORDERED that said Marlborough-Hudson Gas Company is hereby authorized to dig up, open and lay pipes for the conveyance of gas in the following highways, streets and roads within the Town of Southborough, namely, Main Street, Turnpike Road, Framingham Road, Newton Street, Cordaville Road, Middle Road, Parkerville Road and any other public way in said town, subject to the provisions of paragraph eight hereof, and subject to the following

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not relieve the Company or its contractors or agents from complying with the Statutes relating to blasting.

Second,- Said Gas Company shall indemnify and save harmless said town from all claims, demands, suits and actions whatsoever which shall arise from the work done by said Gas Company, or from the act or omission of said Company or any of its agents or employees, and shall appear in and defend any action brought against said town arising out of any act or thing done or omitted by said Company in its work hereunder.

Third,- While said Company is occupied in laying its pipes in the streets above named it shall not unreasonably impede public travel on any of said ways, but shall at all times keep such ways passable and safe for public travel. It shall properly protect by barriers and lights all openings in said streets and all obstructions placed or permitted to be therein by said Company or its agents or employees.

Fourth,- Said Company shall restore the surface of all said ways to their former good condition in a manner satisfactory to the Board of Selectmen, and shall remove from the streets all surplus material excavated for the laying of said pipes and all material brought or placed in any of said ways during or because of the laying of said pipes.

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Southborough this *twenty seventh* day of *June* A.D. 1913.

Francis D. Norton.....
John T. Bunker.....
Paul S. Smith.....

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